

|   |  |   |  |  |  |  |  |
|---|--|---|--|--|--|--|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 350) <input type="checkbox"/> |  | RATING   |  | PAGE<br>1 of 71  |  |
| 2. CONTRACT NO.   |  | 3. SOLICITATION NO.<br><br>DTFAAC-08-R-02649  |  | 4. TYPE OF SOLICITATION<br><br><input type="checkbox"/> NEGOTIATED (RFO)   |  | 5. DATE ISSUED   |  |
|   |  |   |  |  |  | 6. REQUISITION/PURCHASE<br>NO. 08-02649<br>(FAA Internal Use Only) |  |
| 7. ISSUED BY<br>FAA, AMT Contracting Team (AMQ-310)<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73125-4929 |  |   |  | 8. ADDRESS OFFER TO (If other than Item 7)<br>FAA, Bid & Proposal Officer (AMQ-77)<br>Room 308, Multi-Purpose Building<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73125-4933 |  |  |  |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

|  |  |                     |  |   |  |
|--|--|---------------------|--|---|--|
| <b>Combination Pricing Arrangement/ Requirements Type</b>  |  | <b>SOLICITATION</b> |  | <b>Courier Services for National Aeronautical Charting Office</b> |  |
| 9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 308, Multi-Purpose Building</u> until 3:00 P.M. local time 07/10/2008. |  |                     |  |   |  |
|  |  |                     |  | (Date)  |  |

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Clause 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

|                                |  |                   |  |                           |  |   |  |
|--------------------------------|--|-------------------|--|---------------------------|--|---|--|
| 10. FOR INFORMATION            |  | A. NAME           |  | E-MAIL                    |  | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |  |
| CALL: <input type="checkbox"/> |  | Monique Pelletier |  | Monique.Pelletier@faa.gov |  | (405) 954-5102  |  |

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the Minimum Bid Acceptance Period provision.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |  |                       |                       |                       |                    |
|--|--|-----------------------|-----------------------|-----------------------|--------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, AMS Clause 3.3.1-6) <input type="checkbox"/>  |  | 10 CALENDAR DAYS<br>% | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>% | CALENDAR DAYS<br>% |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: |  | AMENDMENT NO.         | DATE                  | AMENDMENT NO.         | DATE               |
|  |  |                       |                       |                       |                    |
|  |  |                       |                       |                       |                    |

|  |  |  |          |  |  |
|--|--|--|----------|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR       |  | CODE 374Y7   | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print) |  |
|  |  |  |          |  |  |
| 15B. TELEPHONE NO. (Include area code) |  | 15C. CHECK IF REMITTANCE ADDRESS<br><input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |          | 17. SIGNATURE  |  |
|  |  |  |          | 18. OFFER DATE   |  |

**AWARD (To be completed by Government)**

|  |  |               |  |  |  |
|--|--|---------------|--|--|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED ALL  |  | 20. AMOUNT \$ |  | 21. ACCOUNTING AND APPROPRIATION TO BE CITED ON INDIVIDUAL DELIVERY ORDERS   |  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION<br><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )                     |  |               |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED)<br><input type="checkbox"/>  |  |
| 24. ADMINISTERED BY (If other than Item 7) CODE<br>FAA, AMT Contract Management Team (AMQ-340)<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73125-4929 |  |               |  | 25. PAYMENT WILL BE MADE BY CODE<br>FAA, Financial Operations Division (AMZ-100)<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73125-4304 |  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)<br><br>AVIS FRANKLIN   |  |               |  | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)   |  |
|  |  |               |  | 28. AWARD DATE   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

The requirement is for the furnishing of courier service, both scheduled and unscheduled, to support the National Aeronautical Charting Office(NACO)AJW 350. A fixed price requirements type contract is contemplated. The contract will consist of one base year (FY 2008) and four option years.

**Base Year: August 1, 2008 through July 31, 2009**

| <u>CLIN</u>     | <u>TOTAL</u><br><u>Supplies/Services</u>   | <u>QUANTITY</u>                                | <u>UNIT</u><br><u>PRICE</u> | <u>PRICE</u>      |
|-----------------|--|--|-----------------------------|-------------------|
| 0001            | Provide Daily Courier<br>Services and Specials<br>Delivery for Run 1<br>in accordance with<br>Section C,(C.5.2 and C.5.3)<br>Statement of Work | 12   | months                      | \$ _____ \$ _____ |
| 0002            | Provide Courier<br>Services for Run 2<br>in accordance<br>with Section C,(C.5.4)<br>Statement of Work  | 24   | trips                       | \$ _____ \$ _____ |
| 0003            | Fuel Charges<br>Invoiced Monthly<br>(Cost-Reimbursable)  | Not-to-Exceed Amount of 4,000.00<br>NOT PRICED |                             |                   |
| Base Year Total |  |  |                             | \$ _____          |

Option Year I: August 1, 2009 through July 31, 2010

| <u>CLIN</u> | <u>Supplies/Services</u>  | <u>Quantity</u>                                   | <u>Unit Price</u> | <u>TOTAL PRICE</u> |
|-------------|---|---|-------------------|--------------------|
| 0004        | Provide Daily Courier Services and Specials Delivery for Run 1 in accordance with Section C,(C.5.2 and C.5.3) Statement of Work | 12 months   | \$ _____          | \$ _____           |
| 0005        | Provide Courier Services for Run 2 in accordance with Section C,(C.5.4) Statement of Work                                       | 24 trips  | \$ _____          | \$ _____           |
| 0006        | Fuel Charges Invoiced Monthly (Cost-Reimbursable)   | Not-to-Exceed Amount of \$ 4,000.00<br>NOT PRICED |                   |                    |

First Option Year Total

\$ \_\_\_\_\_

Option Year II: August 1, 2010 through July 31, 2011

| <u>CLIN</u>              | <u>Supplies/Services</u>  | <u>Quantity</u>                                  | <u>Unit</u><br><u>Price</u> | <u>TOTAL</u><br><u>PRICE</u> |
|--------------------------|---|--|-----------------------------|------------------------------|
| 0007                     | Provide Daily Courier Services and Specials Delivery for Run 1 in accordance with Section C,(C.5.2 and C.5.3) Statement of Work | 12 months  | \$ _____                    | \$ _____                     |
| 0008                     | Provide Courier Services for Run 2 in accordance with Section C,(C.5.4) Statement of Work                                       | 24 trips   | \$ _____                    | \$ _____                     |
| 0009                     | Fuel Charges Invoiced Monthly (Cost-Reimbursable)   | Not-to-Exceed Amount of \$4,000.00<br>NOT PRICED |                             |                              |
| Second Option Year Total |   |  | \$ _____                    |                              |

**Option Year III: August 1, 2011 through July 31, 2012**

| <u>CLIN</u>             | <u>Supplies/Services</u>  | <u>Quantity</u> | <u>Unit Price</u>                                | <u>TOTAL PRICE</u> |
|-------------------------|---|-----------------|--|--------------------|
| 0010                    | Provide Daily Courier Services and Specials Delivery for Run 1 in accordance with Section C,(C.5.2 and C.5.3) Statement of Work | 12 months       | \$ _____   | \$ _____           |
| 0011                    | Provide Courier Services for Run 2 in accordance with Section C,(C.5.4) Statement of Work                                       | 24 trips        | \$ _____   | \$ _____           |
| 0012                    | Fuel Charges Invoiced Monthly (Cost-Reimbursable)   |                 | Not-to-Exceed Amount of \$4,000.00<br>NOT PRICED |                    |
| Third Option Year Total |   |                 | \$ _____   |                    |

**Option Year IV: August 1, 2012 through July 31, 2013**

| <b><u>CLIN</u></b>      | <b><u>Supplies/Services</u></b>   | <b><u>Quantity</u></b>                            | <b><u>Unit Price</u></b> | <b><u>TOTAL PRICE</u></b> |
|-------------------------|---|---|--------------------------|---------------------------|
| 0013                    | Provide Daily Courier Services and Specials Delivery for Run 1 in accordance with Section C (C.5.2 and C.5.3) Statement of Work | 12 months   | \$ _____                 | \$ _____                  |
| 0014                    | Provide Courier Services for Run 2 in accordance with Section C,(C.5.4) Statement of Work                                       | 24 trips  | \$ _____                 | \$ _____                  |
| 0015                    | Fuel Charges Invoiced Monthly (Cost-Reimbursable)   | Not-to-Exceed Amount of \$ 4,000.00<br>Not Priced |                          |                           |
| Forth Option Year Total |   |   | \$ _____                 |                           |
| Total Contract Value    |   |   | \$ _____                 |                           |

**PART I - SECTION C**  
**SCOPE OF WORK**

**C.1. Statement of Work**

The contractor shall furnish the necessary qualified personnel, vehicles, materials, and facilities necessary to pickup and deliver services as defined in PART III, Section J, List of Attachments, Attachment 1, PERFORMANCE WORK STATEMENT for Courier Service dated May 13, 2008.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

Not Applicable.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**  
**CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled: AMS 3.10.4-4

**E.2 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**  
**(JUNE 2007)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>(on this web page, select "Search and View Clauses").

|          |  |
|----------|--|
| 3.10.4-4 | INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT<br>(APRIL 1996) |
|----------|--|

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 AUTHORIZED PERFORMANCE (JANUARY 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.2 CONTRACT PERIOD (JANUARY 1997) CLA.1604R**

The effective period of this contract is 1 year from August 1, 2008 or the date of award, whichever is later, plus four 1-year options, if exercised.

**F.3 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 2007)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

|           |                                       |
|-----------|---------------------------------------|
| 3.10.1-9  | STOP-WORK ORDER (OCTOBER 1996)        |
| 3.10.1-11 | GOVERNMENT DELAY OF WORK (APRIL 1996) |
| 3.10.1-24 | NOTICE OF DELAY (NOVEMBER 1997)       |

**PART I - SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

**G.2 OPTION TO EXTEND SERVICES (JANUARY 1997) CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:



FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

- (2) Two copies to:  
FAA, Mike Monroney Aeronautical Center  
(AVN-530)  
P.O. Box 25082  
Oklahoma City, OK 73125
- (3) One copy to:  
FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125
- (4) One copy to :  
The FAA Contracting Officer Technical Representative (COTR) at the following  
address:  
FAA AVN-530/NACO  
Distribution Division  
1305 East West Highway  
Silver Springs, MD 20910

- (b) Each invoice shall highlight the following information:
  - (1) Contract number and applicable Delivery Order number.
  - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
  - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.4 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE  
(JANUARY 2008)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.



matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

#### **H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

### **PART II - SECTION I - CONTRACT CLAUSES**

#### **I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

#### **I.2 LIABILITY INSURANCE (JAN 1997) CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

### **I.3 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

**I.4      3.2.4-16      ORDERING (OCTOBER 1996)**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the effective period of the contract stated in the Schedule.
- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.5      3.2.4-17      ORDER LIMITATIONS (OCTOBER 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum trips required to provide Courier Services, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of schedule B;
- (2) Any order for a combination of items in excess of see Schedule B; or
- (3) A series of orders from the same ordering office within 15 days that together

call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.6      3.2.4-19      REQUIREMENTS (OCTOBER 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the

Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(a) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the delivery dated required by order(s) placed within the ordering period.

#### **I.7 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

#### **I.8 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **I.9 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.



- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or

manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

**I.10 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL  
CONTRACTOR REGISTRATION (OCTOBER 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### **I.11 3.3.1-36 AVAILABILITY OF FUNDS- OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

**I.12 3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JULY 2006)**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR).

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

**I.13 3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits

|                   |      |         |
|-------------------|------|---------|
| Messenger/Courier | WG-5 | \$12.17 |
|-------------------|------|---------|

(End of clause)

**I.14 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APRIL 2008)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Courier Position - Level – 1

(c) If a National Agency Check with Inquiries (NACI) is required under paragraph (b) for a given position, the contractor will submit to the SSE the following documentation within Ten (10) business days after contract award (or modification if this provision is being added to an existing contract) for each employee requiring access (provided no previous background investigations can be supported as described below):

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, a fingerprint card (FD-258) and an OF-306, Declaration for Federal Employment, may only be required, and will be identified under paragraph (b).

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification.

The type of investigation conducted will be determined by the position risk level

designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a NACI. Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

Mike Monroney Aeronautical Center  
Security and Investigations Division, AMC-700  
6500 MacArthur Blvd,  
Oklahoma City, OK 73169

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR) minus any Privacy Act information.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the

public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit [CO to enter quarterly or bi-annual] reports to the CO with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contract and subcontract employees who have access to FAA facilities, sensitive information, or information systems and are currently supporting the contract, and a separate listing of all terminated contract or subcontract employees.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of

this clause, including paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The CO will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the CO and COTR for each contract within five (5) business days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

**1.15 3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS,  
PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE  
DECALS (APRIL 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.



(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and AMC-700. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center (MMAC) must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV cardholder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AMC-710 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA, Mike Monroney Aeronautical Center, AMC-710 Security, P.O. Box 25082, Oklahoma City, OK 73125 . The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When the SSE grants an interim, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the FAA, Mike Monroney Aeronautical Center, AMC-710 Security, P.O. Box 25082, Oklahoma City, OK 73125. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting FAA, Mike Monroney Aeronautical Center, AMC-710 Security (405) 954-5641.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

#### **I.16 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)**

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

#### **I.17 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 2007)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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| 3.6.2-14       | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 2007)  |
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| 3.9.1-1        | CONTRACT DISPUTES (NOVEMBER 2002)   |
| 3.9.1-2        | PROTEST AFTER AWARD (August 1997)   |
| 3.10.1-7       | BANKRUPTCY (APRIL 1996)   |
| 3.10.1-12      | CHANGES—FIXED PRICE (APRIL 1996)  |
| 3.10.1-12/Alt1 | CHANGES--FIXED-PRICE ALTERNATE I (APRIL 1996)   |
| 3.10.1-25      | NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)                                     |
| 3.10.2-1       | SUBCONTRACTS (FIXED-PRICE CONTRACT) ALTERNATE I (APRIL 1996)                              |
| 3.10.6-1       | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)                |
| 3.10.6-4       | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)                                   |
| 3.13-5         | SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)                                      |

**PART III - SECTION J - LIST OF ATTACHMENTS**

| <u>ATTACHMENT<br/>NO. OF PAGES</u> | <u>TITLE</u>                              | <u>DATE</u> |
|------------------------------------|---|-------------|
| Attachment 1                       | Performance Work Statement                |             |
| Attachment 2                       | Department of Labor<br>Wage Determination |             |
| Attachment 3                       | References/Past Performance Questionnaire |             |
| Attachment 4                       | Fuel Certification                        |             |

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**FEDERAL AVIATION ADMINISTRATION BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone/ Number of Firm: \_\_\_\_\_ Facsimile Number of Firm: \_\_\_\_\_  
E-mail: \_\_\_\_\_
4. (a) Name of Person Making Declaration: \_\_\_\_\_ (b) Telephone \_\_\_\_\_  
(c) Position Held In The Company: \_\_\_\_\_
5. Controlling Interest In Company ( X All Appropriate Boxes)  
☐ Black American    ☐ Hispanic American    ☐ Native American    ☐ Asian American  
☐ Other Minority (Specify) \_\_\_\_\_ Other (Specify) \_\_\_\_\_ ☐ Female  
☐ Male    ☐ 8(a) Certified (*Certification Letter Attached*)    ☐ Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?    ☐ Yes    ☐ No  
If No, provide the name/telephone # of the person who has this authority: \_\_\_\_\_
7. Nature of Business—Specify major services/products (NAICS). \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees: \_\_\_\_\_
9. Type of Ownership:    ☐ Sole Ownership    ☐ Partnership    ☐ Other (*Explain Below*) \_\_\_\_\_

10. Gross receipts of the firm for the last three years:    Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_  
Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_    Year Ending \_\_\_\_\_ Gross Receipts \$ \_\_\_\_\_

11. ☐ Tax Identification Number (TIN) (*If applicable*): \_\_\_\_\_  
☐ Employer Identification Number (EIN) (*If applicable*): \_\_\_\_\_  
☐ Social Security Number (SSN) (*If applicable*): \_\_\_\_\_

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

SIZE STANDARDS AND THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) (FEBRUARY 2002)

The NAICS code for this acquisition is 492110. The small business size standard is 1,500 employees.

12. Is the firm a small business?    ☐ Yes    ☐ No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING (Name of Business) \_\_\_\_\_  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT  
I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOVEMBER 2000) CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 492110.
- (2) The small business size standard is 1,500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MARCH 1999) CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

**K.4 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [list names, titles, and telephone numbers of the authorized negotiators].

NAME:TITLE:TELEPHONENO:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**K.5 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.6 3.2.2.3-76 REPRESENTATION- RELEASE OF CONTRACT INFORMATION  
(JULY 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

**OR**

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

**K.7 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.



(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

#### **K.8 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **K.9 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)**

The offeror represents that—

(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and (c)

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that-

(a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.12 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE  
(JUNE 2007)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

|         |  |
|---------|--|
| 3.6.2-5 | CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996) |
|---------|--|

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

- (a) This document is a Screening Information Request (SIR) is **set-aside for Small Business**. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.
- (b) The Procurement Contracting Officer (PCO) and Contracting Specialist (CS), are the **only** points of contact for this acquisition. Address any questions or concerns that you may have to the CS within **10 days** before the closing date of the SIR. Written requests for clarification may be sent to the CS at the address located on the front page of the SIR, ATTENTION: Monique Pelletier or via email at [Monique.Pelletier@faa.gov](mailto:Monique.Pelletier@faa.gov)
- (c) The offeror shall submit an overall proposal consisting of two (2) Volumes, individually titled:

**VOLUME I - SCREENING INFORMATION REQUESTS/PAST PERFORMANCE QUESTIONNAIRES**

This section shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror along with References and Past Performance Questionnaires (Section J- Attachment 3) from three recent contracts you consider most relevant in demonstrating your ability to perform this requirement.

**VOLUME II - TECHNICAL PROPOSAL (TECHNICAL)**

Technical proposals shall be submitted in separate and complete sections for each of the Technical Evaluation Categories outlined in Section M. Technical proposals shall not include prices/costs or any pricing information.

Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. The technical proposal shall be organized according to the following general outline:

**A: Table of Contents**

- Factor 1: Property Control Procedures
- Factor 2: Quality Control Procedures
- Factor 3: Organization/Key Management Personnel
- Factor 4: Dedicated Resources

Total costs should be summarized for each cost element by year and a total by cost element for the entire contract period. The FAA may, at its discretion, request additional documentation during its review of any offeror's proposal.

In conjunction with the set-aside nature of the requirement, at **least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime**

contractor. This requirement is found in AMS clause 3.6.1-7, LIMITATION ON SUBCONTRACTING.

## **L.2 COST INFORMATION**

It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit with their offer, in support of their price, man-hours, material cost, and any other recurring or non-recurring costs that will significantly affect price, together with supporting information (i.e. vendor catalog prices, copies of actual vendor quotations received, etc. However, if after receipt of proposals, it is determined that adequate price competition does not exist, this information will be required upon request from the Contracting Officer.

## **L.3 PROPOSAL ACCEPTANCE**

- (a) Only one proposal for each offeror shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, unacceptable, proposals deleting or altering technical requirements.

## **L.4 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997) CLA.1045**

- (a) Offerors must submit technical proposals (two copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.
- (b) Offerors are advised to submit proposals which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

The technical proposal must provide information to address the following evaluation categories, **which are all equal in importance:**

1. Quality Control Procedures – The technical proposal shall include a Quality Control Plan that demonstrates how the offeror will maintain the quality of services being provided and plans for dealing with anticipated problems that may be encountered. The plan submitted by the offeror will form a part of any resultant contract.
2. Organizational & Key Management Personnel- The technical proposal shall include information on how the project is to be organized and staffed along with identifying the key management personnel proposed to manage this effort and the positions that they will occupy. Offerors shall clearly identify the total level of effort to be provided under the contract (i.e., number of labor hours) for the key management personnel.

**3. Dedicated Resources:** The technical proposal shall include the following items dedicated to this requirement:

- Proof of Permits, Licenses, and Insurance (Reference PWS C.1.4)
- Identify the Makes and Models of the vehicles (one primary and one alternate)
- Identify the type of postage meter heads the contractor shall provide to the Government with the name of the manufacture and model of its metering

**4. Past Performance:** The offeror shall provide three (3) past performance references questionnaires to the Contract Specialist in reference to similar projects. The questionnaires should be returned to ATTN: Monique Pelletier at facsimile (405) 954-9468 or to [Monique.Pelletier@faa.gov](mailto:Monique.Pelletier@faa.gov).

**L.5 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)**

The FAA contemplates award of an Indefinite Delivery/Requirements type contract resulting from this Screening Information Request.

**L.6 3.9.1-3 PROTEST (NOVEMBER 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

#### **L.8 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**

**(JUNE 2007)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)

- 3.2.2.3-16 RESTRICTIONS ON DISCLOSURE AND USE OF DATA (JULY 2004)
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (JULY 2004)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
- 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

#### PART IV - SECTION M EVALUATION FACTORS FOR AWARD

##### M.1 BASIS OF CONTRACT AWARD

Award will be made to the technically acceptable offeror with the lowest price, which is deemed responsible in accordance with AMS 3.2.2.2 and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. The Government intends to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

*Lowest price,  
technically  
qualified,  
responsive,  
responsible  
Award*

##### M.2 FACTOR RATING

All non-cost factors are equal in importance to cost/price. Price/cost will be evaluated as described below. When the integrated assessment of all aspects of the evaluation is accomplished, factor ratings and evaluated cost/price will be considered in the order of priority listed in paragraph above. Any of these considerations can influence the Contracting Officer's decision.

#### EVALUATION CRITERIA

The overall evaluation criteria used to determine the "acceptability" or "unacceptability" of technical proposals addressing the four (4) factors associated with courier service as follows: Quality Control Procedures, Organizational/Staffing, Dedicated Resources, and Past Performance Acceptability Standards are listed below:

##### FACTOR 1: QUALITY CONTROL PROCEDURES

CRITERIA: A quality control plan is required of the offeror.

ACCEPTABLE: The standard is met when the offeror submits a quality control plan that demonstrates how the offeror will maintain quality services and handle anticipated problems.



**FACTOR 2: ORGANIZATION/STAFFING**

**CRITERIA:** An organization/staffing description is required of the offeror.

**ACCEPTABLE:** The standard is met when the offeror provides a detailed description of how the project is to be organized and staffed.

**FACTOR 3: DEDICATED RESOURCES**

**CRITERIA:** A description of the offerors dedicated resources.

**ACCEPTABLE:** The standard is met when the offeror is able to provide the necessary permits and licenses, the make and models of the primary and alternate vehicles, and meters that are compatible with the government equipment.

**FACTOR 4: PAST PERFORMANCE AND RISK ASSESSMENT**

**CRITERIA:** Past Performances

**ACCEPTABLE:** The standard is met when the contractor receives a Unknown Confidence or Higher.

*Send section J Attachment 3 to three contractors with similar size scopes and projects*

(a) The past performance rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed.

| Rating                  | Description  |
|-------------------------|--|
| HIGH CONFIDENCE         | Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.   |
| SIGNIFICANT CONFIDENCE  | Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.  |
| SATISFACTORY CONFIDENCE | Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems. |
| UNKNOWN CONFIDENCE      | No performance record is identifiable.   |
| LITTLE CONFIDENCE       | Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.  |
| NO CONFIDENCE           | Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.  |

(b) Each offeror will receive one of the ratings described above for the Past Performance factor:

(c) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result will receive a "Unknown Confidence" rating for the Past Performance factor.

#### **M.5 ALL OR NONE BASIS OF AWARD**

Award will be made on the basis of all line items or none. Notwithstanding any other provision, award of a contract will be made on the aggregate of all line items shown in the Schedule. Multiple awards will not be considered.

#### **M.6 3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

FEDERAL AVIATION ADMINISTRATION

COURIER AND DELIVERY SERVICES FOR  
SILVER SPRING, MD AND WASHINGTON DC AREAs

PERFORMANCE WORK STATEMENT  
ATTACHMENT 1

May 13, 2008

## INTRODUCTION

The mission of the Federal Aviation Administration (FAA) National Aeronautical Charting Office (NACO) is to provide cartographic and charting support to the Federal Aviation Administration's (FAA) National Airspace System (NAS). NACO's products support civilian and military aeronautical navigation in the conterminous United States, Alaska, Hawaii, and the Caribbean-Gulf of Mexico areas. NACO produces both Visual Flight Rules (VFR) and Instrument Flight Rules (IFR) charting products, all of which are critical to the safety of air navigation. Services provided by NACO include cartographic, prepress, printing, binding, and distribution support. Production schedules are fixed and mandated by the FAA NAS.

This contract is for the provision of both scheduled and unscheduled courier services. Products to be handled range from small letter size envelopes up to 200 pound crates of chart compilation and preparation materials. NACO's products support the NAS and contribute to the safety of aviation and marine navigation. Hence, the materials to be transported pursuant to this Statement of Work must be handled appropriately, and in adherence to the schedule provided. **Timeliness, reliability, and exercising the proper level of care in handling these materials is of the utmost importance to satisfy the performance requirements.**

## SCOPE AND BACKGROUND

### C.1. General Information

#### C.1.1. Scope and Background

As an independent contractor, and not as an agent of the Government, the Contractor shall furnish the necessary qualified personnel, vehicles, materials, and facilities necessary for pickup and delivery services in accordance with Section 5, Performance Requirements Summary.

#### C.1.2. Hours/Days of Operation

With the exception of special requirements specified by the Contracting Officer's Technical Representative (COTR) or Alternate Contracting Officer's Technical Representative (ACOTR), the hours of operation for this contract shall be 8:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of Federal holidays and official Government shut-downs.

C.1.2.1. NACO operates on a one-shift basis, Monday through Friday, from 6:30 a.m. to 5:00 p.m. Hours of operation for the Distribution/ Reproduction Division loading dock at 10201 Good Luck Road, Glenn Dale, MD. 20769-9700, are from 7:00 a.m. to 3:00 p.m., Monday through Friday. **Clearance height for access to this dock is 13'6"**. The loading dock for the SSMC campus, an exterior dock located behind SSMC-3, 1315 East-West Highway, Silver Spring, Maryland 20910-3282, is accessible from 6:30 a.m. to 4:00 p.m.

C.1.2.2 The Government reserves the right to make changes to hours/day/location of operation as necessary. The COTR or ACOTR shall notify the Contractor of any such changes.

#### C.1.3. Liability

The Contractor shall be accountable for the safe-keeping of all Government property from the time of pickup to the time of delivery. Except under unusual circumstances, the Contractor will not be permitted to hold any Government property overnight.

C.1.3.1. In the event that any Government personnel are injured or any Government property is damaged due to the negligence of the Contractor, the Contractor shall be charged for any Government wages lost in sick leave or for any amount of damages incurred by the Government to replace, repair, or correct any damaged Government property.

C.1.3.2. In the event that any Government property is damaged in transit, the Contractor shall be charged for the amount of damages incurred by the Government to replace, repair, or correct any damaged Government property.

#### C.1.4. Permits and Licenses

The Contractor, as an independent contractor and not as an agent of the Government, shall, at his/her own expense, obtain and maintain the necessary permits, franchises, licenses, or other authorization and certifications required to lawfully perform the services required under this contract.

In the performance of this contract, the Contractor shall comply with all stipulations and representations required by any Federal, State, Municipal, or local laws or Executive Orders, or any applicable rules, orders, regulations, or requirements of any Government department or bureau. Nothing herein contained shall be considered as preventing the Contractor from contesting, in good faith and in a legally prescribed manner, the validity of such laws, rules, orders, regulations, requirements, or any change that the Contractor has not complied therewith.

C.1.4.1. The Contractor shall, at his/her own expense, have each vehicle used in the performance of this contract inspected in accordance with the mechanical and emission requirements of the jurisdiction in which the vehicles are registered and operated. A current certificate of inspection must be available for review by the COTR at any time during the term of this contract.

#### C.1.5. Notification of Delay, Breakdowns, or Other Problems

The Contractor shall notify the COTR or ACOTR within 15 minutes of delay, breakdown, or problem if the courier anticipates being 30 minutes or more behind the scheduled pickup time at any location. A replacement vehicle shall be provided for continuous service within one hour of such notification.

#### C.1.6. Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary.

#### C.1.7. Qualifications of Employees

The Contractor shall fill out and cause each of his/her employees on the contract work to fill out for submission to the Government such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and his/her employees shall be available for fingerprinting and photographing.

Each employee of the Contractor performing duties applicable to this contract shall be able to effectively communicate in English with Government personnel, and comprehend written and verbal instructions to effect the proper delivery of materials according to the performance requirements. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

## SECTION 2: DEFINITIONS

C.2. Acronyms defined for the purposes of this Performance Work Statement.

|        |   |
|--------|---|
| ACD    | Aeronautical Charting Division  |
| ACOTR  | Alternate COTR  |
| CO     | Contracting Officer   |
| COTR   | Contracting Officer's Technical Representative                                |
| DD     | Distribution Division, 10201 Good Luck Road, Glenn Dale, MD 20769             |
| FAA    | Federal Aviation Administration   |
| MHE    | Material Handling Equipment   |
| NAS    | National Airspace System  |
| NACO   | National Aeronautical Charting Office   |
| NOAA   | National Oceanic and Atmospheric Administration                               |
| NOS    | National Ocean Service  |
| OCS    | Office of Coast Survey  |
| PWS    | Performance Work Statement  |
| RD     | Reproduction Division, 10201 Good Luck Road, Glenn Dale, MD 20769             |
| SSMC   | Silver Spring Metro Complex; East-West Highway, Silver Spring, Maryland 20910 |
| SSMC-3 | 1315 East-West Highway, Silver Spring, Maryland 20910-3282                    |
| SSMC-4 | 1305 East-West Highway, Silver Spring, Maryland 20910-3281                    |

## SECTION 3: GOVERNMENT FURNISHED PROPERTY AND SERVICES

C.3. Government Furnished Property

NONE

#### SECTION 4: CONTRACTOR FURNISHED PROPERTY

##### C.4. Contractor Furnished Property

At no costs to the Government, the Contractor shall be responsible for supplying Material Handling Equipment (MHE) for the movement of heavy loads, such as handcarts for use within the Government facilities.

The Contractor shall furnish the cargo vehicles necessary to perform the requirements of this SOW.

Due to stringent production requirements and possible delivery needs, the Contractor must have a cell phone in his/her possession and turned on at all times.

#### SECTION 5: PERFORMANCE REQUIREMENTS SUMMARY

##### C.5. Daily Courier Service and Special Delivery Service

Pickup and delivery is required for Daily Courier Service and Special Delivery Service between various NACO, Office of Coast Survey, NOAA, and Federal Aviation Administration offices. The materials to be delivered between these locations are **time-sensitive**.

###### C.5.1. General Requirements

C.5.1.1. The Contractor shall have at their disposal, at all times, one (1) vehicle available for Run 1. To assure uninterrupted service in the event of breakdowns, the Contractor shall have the capability to secure a backup vehicle with minimal delay to the schedule as stated in Section C.1.5. Both the prime vehicle and the backup vehicle shall meet the following requirements.

- a. Vehicles shall have a permanent covered cargo compartment, which is weather tight from rain, snow, wind, etc., when transporting materials.
- b. The cargo compartment size of the vehicle must be a minimum of 60 inches by 84 inches (unobstructed) with a minimum interior height of 50 inches.
- c. Vehicles' exterior height shall not be greater than ten (10) feet.
- d. Vehicles shall be properly maintained at all times to ensure the safety of the driver/passengers and cargo.

C.5.1.2. The materials to be transported are sensitive to environmental conditions, including: temperature, humidity, and moisture, and must be handled and transported accordingly. The Contractor shall heat or air-condition the vehicles when necessary to ensure the delivery compartment is kept between 60 and 80 degrees Fahrenheit, with relative humidity levels at or below 70%.

Contractor personnel shall handle the materials appropriately to minimize exposure to harmful elements, such as rain.

C.5.1.3. The size and weight and number of packages to be transported will vary from day to day, and time to time. Materials to be transported will range from letter size materials to larger plate positive folders. *(See Exhibit 1 below for description and dimensions.)*

#### C.5.2. Run 1 - Daily Courier Service

Daily Courier Service, identified as "Run 1", shall be required between specified locations in a predetermined sequence. Departure times, room pickup and delivery points, and contact persons will be provided by the COTR at the time of the contract award. The COTR will notify the Contractor of any change to the schedule.

Due to the strict production schedules of NACO and the criticality of the products to the NAS, adherence to the schedule as provided is essential to successfully perform the requirements of this SOW. See Section C.1.5. for requirements. Early pickup of materials is not amenable to the production requirements and workflow of FAA NACO; **therefore, the courier shall not leave any pickup/delivery point prior to the scheduled departure time.**



C.5.2.1. Daily Courier Services Schedule<sup>1/</sup>

| <u>Building<br/>Location</u> | <u>Delivery<br/>Points</u> | <u>Number<br/>of Stops</u> |
|------------------------------|----------------------------|----------------------------|
| SSMC-4                       | 2nd floor <sup>2/</sup>    | 3                          |
|                              | 3rd floor                  | 3                          |
|                              | 4th floor                  | 3                          |
|                              | 5th floor <sup>2/</sup>    | 3                          |
|                              | 12th floor                 | 1                          |
| RD // DD                     | Mail room                  | 3                          |
|                              |                            |                            |
| SSMC-3                       | 5th floor                  | 1                          |
|                              | 6th floor                  | 1                          |
|                              | 7th floor                  | 1                          |
|                              |                            |                            |
| SSMC-4                       | 2nd floor <sup>2/</sup>    | 3                          |
|                              | 3rd floor                  | 3                          |
|                              | 4th floor                  | 3                          |
|                              | 5th floor <sup>2/</sup>    | 3                          |
|                              | 7th floor                  | 1                          |
|                              | 12th floor                 | 1                          |
| RD // DD                     | Mail room                  | 3                          |
|                              |                            |                            |
| FAA                          | 4th floor                  | 1                          |
|                              | 6th floor                  | 1                          |
|                              | 1st floor                  | 1                          |
|                              |                            |                            |
| SSMC-4                       | 2nd floor <sup>2/</sup>    | 3                          |
|                              | 3rd floor                  | 3                          |
|                              | 4th floor                  | 3                          |
|                              | 5th floor                  | 3                          |
|                              | 12th floor                 | 1                          |

————<sup>1/</sup> Pickup/delivery locations and sequence. Specific stations, rooms, and times will be provided at contract award.

————<sup>2/</sup> Courier shall check the bulletin boards in these areas for special pickup locations. Applies to the 56-day production cycles.

————<sup>3/</sup> Courier shall deliver materials at Glenn Dale, then take a lunch break, then pickup materials for afternoon deliveries.

End of schedule    □ □

### C.5.2.2. Daily Delivery Routine

A log sheet will be provided at each of the pickup/delivery points. Each day the Contractor shall initial and record the date and **actual departure time** at each regular pickup/delivery point where a log is provided for this purpose.

### C.5.3. Run 1 (Continued) - Special Delivery Service

At approximately 56 day intervals, large, and cumbersome packages and job folders will need to be transported. *(See Exhibit 1 for descriptions and dimensions.)* **The delivery of these items, which is predominantly between SSMC and Glenn Dale is time critical, and timed to meet stringent production requirements. Any anticipated delay or interruption in service during the scheduled delivery of these items must be reported to the COTR immediately.** Movement of these items may require contractor furnished MHE. This requirement is termed "Special Delivery Service".

### C.5.4. Run 2 - Unscheduled Courier Service

Occasionally special unscheduled trips, identified as "Run 2", within the Metropolitan Area shall be required to pickup and deliver packages, from letter size up to packages weighing 200 pounds. The Contractor will be notified by the COTR or ACOTR a minimum of 24 hours in advance of the requirement. The number of special trips shall not exceed 24 per year.

C.5.4.1. The Contractor shall have at his/her disposal, at all times, one (1) vehicle available that meets the following requirements for the performance of unscheduled courier runs,  
Run 2.

- a. Vehicle shall have a permanent covered cargo compartment, which is weather tight from rain, snow, wind, etc., when transporting materials.
- b. The cargo compartment size of the vehicle must be a minimum of 60 inches by 84 inches (unobstructed) with a minimum interior height of 50 inches.
- c. Vehicle's exterior height shall not be greater than ten (10) feet.
- d. Vehicle shall be properly maintained at all times to ensure the safety of the driver/passengers and cargo.

C.5.4.2. The materials to be transported are sensitive to environmental conditions, including: temperature, humidity, and moisture, and must be handled and transported accordingly. The Contractor shall heat or air-condition the vehicles when necessary to ensure the delivery compartment is kept between 60° and 80° Fahrenheit, with humidity levels at or below 70%. Contractor personnel shall handle the materials appropriately to minimize exposure to harmful elements, such as rain.

C.5.4.3. The size and weight and number of packages to be transported will vary from time to time. However, no package will weigh more than 200 pounds, and no request shall total more than 1,000 pounds.

C.5.4. Fuel Charges – The contractor shall be provided fuel on a Cost Reimbursable Basis. This shall be a direct cost and the contractor is not allowed profit or handling fee for fuel. The contractor shall complete (Section J- Attachment 4 Fuel Certification) for each monthly invoice. The contractor shall notify the COTR or CO in writing when they have reached 80% of the Not to Exceed Amount.

**Transport Container A:**

**Products:**

28-day cycle Visual Charts

Nautical Chart components

Cardboard box

X 2" Deep

50"

65"

**Exhibit 1: Description and Dimensions of Transport Containers**

The materials to be transported in these containers are sensitive to environmental conditions, including: temperature, humidity, and moisture, and must be handled and transported accordingly. Ideally the materials should be kept between 60° and 80° degrees Fahrenheit, with relative humidity levels at or below 70%, with no exposure to harmful elements, such as rain.

**Transport container A:**

These packages will be handled throughout each month, with concentrated movement on 28-day production cycle. Transport of these packages is predominantly between SSMC and Glenn Dale.

*Description:* These packages are constructed of cardboard, similar to a large "envelope". They are used for the transport of chart components, such as films, mylars, and drawings. The largest box measures 65"l x 50"h x 2"w.

FEDERAL AVIATION ADMINISTRATION

U.S. DEPARTMENT OF LABOR WAGE DETERMINATIONS

2005-2104, (REVISION 8)

DATE OF REVISION: MAY 29, 2008

ATTACHMENT 2

WD 05-2104 (Rev.-8) was first posted on www.wdol.gov on 06/03/2008

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2005-2104

Shirley F. Ebbesen Division of | Revision No.: 8  
Director Wage Determinations | Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support And Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 14.05             |
| 01012 - Accounting Clerk II                             | 15.78             |
| 01013 - Accounting Clerk III                            | 20.27             |
| 01020 - Administrative Assistant                        | 25.95             |
| 01040 - Court Reporter                                  | 19.46             |
| 01051 - Data Entry Operator I                           | 13.07             |
| 01052 - Data Entry Operator II                          | 14.26             |
| 01060 - Dispatcher, Motor Vehicle                       | 16.79             |
| 01070 - Document Preparation Clerk                      | 13.64             |
| 01090 - Duplicating Machine Operator                    | 13.64             |
| 01111 - General Clerk I                                 | 13.92             |
| 01112 - General Clerk II                                | 15.32             |
| 01113 - General Clerk III                               | 18.74             |
| 01120 - Housing Referral Assistant                      | 23.83             |
| 01141 - Messenger Courier                               | 11.25             |
| 01191 - Order Clerk I                                   | 14.74             |
| 01192 - Order Clerk II                                  | 16.29             |
| 01261 - Personnel Assistant (Employment) I              | 16.90             |
| 01262 - Personnel Assistant (Employment) II             | 18.90             |
| 01263 - Personnel Assistant (Employment) III            | 21.66             |
| 01270 - Production Control Clerk                        | 21.29             |

|  |       |
|--|-------|
| 01280 - Receptionist                                 | 13.18 |
| 01290 - Rental Clerk                                 | 16.16 |
| 01300 - Scheduler, Maintenance                       | 16.16 |
| 01311 - Secretary I                                  | 17.26 |
| 01312 - Secretary II                                 | 19.41 |
| 01313 - Secretary III                                | 23.83 |
| 01320 - Service Order Dispatcher                     | 16.10 |
| 01410 - Supply Technician                            | 25.95 |
| 01420 - Survey Worker                                | 19.46 |
| 01531 - Travel Clerk I                               | 12.59 |
| 01532 - Travel Clerk II                              | 13.54 |
| 01533 - Travel Clerk III                             | 14.54 |
| 01611 - Word Processor I                             | 13.76 |
| 01612 - Word Processor II                            | 16.16 |
| 01613 - Word Processor III                           | 19.46 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 25.26 |
| 05010 - Automotive Electrician                       | 21.37 |
| 05040 - Automotive Glass Installer                   | 20.14 |
| 05070 - Automotive Worker                            | 20.14 |
| 05110 - Mobile Equipment Servicer                    | 17.31 |
| 05130 - Motor Equipment Metal Mechanic               | 22.53 |
| 05160 - Motor Equipment Metal Worker                 | 20.14 |
| 05190 - Motor Vehicle Mechanic                       | 22.53 |
| 05220 - Motor Vehicle Mechanic Helper                | 16.81 |
| 05250 - Motor Vehicle Upholstery Worker              | 19.66 |
| 05280 - Motor Vehicle Wrecker                        | 20.14 |
| 05310 - Painter, Automotive                          | 21.37 |
| 05340 - Radiator Repair Specialist                   | 20.14 |
| 05370 - Tire Repairer                                | 14.43 |
| 05400 - Transmission Repair Specialist               | 22.53 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 13.18 |
| 07041 - Cook I                                       | 11.97 |
| 07042 - Cook II                                      | 13.28 |
| 07070 - Dishwasher                                   | 9.82  |
| 07130 - Food Service Worker                          | 10.66 |
| 07210 - Meat Cutter                                  | 16.07 |
| 07260 - Waiter/Waitress                              | 8.82  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 18.05 |
| 09040 - Furniture Handler                            | 12.78 |
| 09080 - Furniture Refinisher                         | 18.39 |
| 09090 - Furniture Refinisher Helper                  | 14.11 |
| 09110 - Furniture Repairer, Minor                    | 16.31 |
| 09130 - Upholsterer                                  | 18.05 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 9.85  |
| 11060 - Elevator Operator                            | 9.85  |
| 11090 - Gardener                                     | 15.70 |
| 11122 - Housekeeping Aide                            | 10.89 |

|  |       |       |
|--|-------|-------|
| 11150 - Janitor                                    | 10.89 |       |
| 11210 - Laborer, Grounds Maintenance               |       | 12.07 |
| 11240 - Maid or Houseman                           |       | 10.84 |
| 11260 - Pruner                                     | 11.37 |       |
| 11270 - Tractor Operator                           | 14.19 |       |
| 11330 - Trail Maintenance Worker                   |       | 12.07 |
| 11360 - Window Cleaner                             | 11.31 |       |
| 12000 - Health Occupations                         |       |       |
| 12010 - Ambulance Driver                           | 17.69 |       |
| 12011 - Breath Alcohol Technician                  | 18.55 |       |
| 12012 - Certified Occupational Therapist Assistant |       | 21.01 |
| 12015 - Certified Physical Therapist Assistant     |       | 21.01 |
| 12020 - Dental Assistant                           | 16.90 |       |
| 12025 - Dental Hygienist                           | 40.68 |       |
| 12030 - EKG Technician                             | 24.77 |       |
| 12035 - Electroneurodiagnostic Technologist        |       | 24.77 |
| 12040 - Emergency Medical Technician               |       | 18.55 |
| 12071 - Licensed Practical Nurse I                 | 18.60 |       |
| 12072 - Licensed Practical Nurse II                | 20.82 |       |
| 12073 - Licensed Practical Nurse III               | 22.85 |       |
| 12100 - Medical Assistant                          | 14.23 |       |
| 12130 - Medical Laboratory Technician              |       | 18.04 |
| 12160 - Medical Record Clerk                       | 16.06 |       |
| 12190 - Medical Record Technician                  | 17.96 |       |
| 12195 - Medical Transcriptionist                   | 17.93 |       |
| 12210 - Nuclear Medicine Technologist              |       | 31.82 |
| 12221 - Nursing Assistant I                        | 9.75  |       |
| 12222 - Nursing Assistant II                       | 10.96 |       |
| 12223 - Nursing Assistant III                      | 13.02 |       |
| 12224 - Nursing Assistant IV                       | 14.62 |       |
| 12235 - Optical Dispenser                          | 18.34 |       |
| 12236 - Optical Technician                         | 14.41 |       |
| 12250 - Pharmacy Technician                        | 16.31 |       |
| 12280 - Phlebotomist                               | 14.62 |       |
| 12305 - Radiologic Technologist                    | 28.28 |       |
| 12311 - Registered Nurse I                         | 26.73 |       |
| 12312 - Registered Nurse II                        | 31.24 |       |
| 12313 - Registered Nurse II, Specialist            | 31.24 |       |
| 12314 - Registered Nurse III                       | 37.77 |       |
| 12315 - Registered Nurse III, Anesthetist          | 37.77 |       |
| 12316 - Registered Nurse IV                        | 45.28 |       |
| 12317 - Scheduler (Drug and Alcohol Testing)       |       | 18.85 |
| 13000 - Information And Arts Occupations           |       |       |
| 13011 - Exhibits Specialist I                      | 18.55 |       |
| 13012 - Exhibits Specialist II                     | 23.33 |       |
| 13013 - Exhibits Specialist III                    | 28.11 |       |
| 13041 - Illustrator I                              | 20.40 |       |
| 13042 - Illustrator II                             | 25.28 |       |
| 13043 - Illustrator III                            | 30.91 |       |
| 13047 - Librarian                                  | 28.00 |       |
| 13050 - Library Aide/Clerk                         | 13.77 |       |

|   |       |
|---|-------|
| 13054 - Library Information Technology Systems Administrator    | 25.29 |
| 13058 - Library Technician                                      | 19.05 |
| 13061 - Media Specialist I                                      | 17.03 |
| 13062 - Media Specialist II                                     | 19.05 |
| 13063 - Media Specialist III                                    | 21.24 |
| 13071 - Photographer I  | 14.67 |
| 13072 - Photographer II   | 17.18 |
| 13073 - Photographer III  | 21.52 |
| 13074 - Photographer IV   | 26.05 |
| 13075 - Photographer V  | 29.15 |
| 13110 - Video Teleconference Technician                         | 17.59 |
| 14000 - Information Technology Occupations                      |       |
| 14041 - Computer Operator I                                     | 17.78 |
| 14042 - Computer Operator II                                    | 19.88 |
| 14043 - Computer Operator III                                   | 22.17 |
| 14044 - Computer Operator IV                                    | 24.64 |
| 14045 - Computer Operator V                                     | 27.28 |
| 14071 - Computer Programmer I (1)                               | 23.12 |
| 14072 - Computer Programmer II (1)                              |       |
| 14073 - Computer Programmer III (1)                             |       |
| 14074 - Computer Programmer IV (1)                              |       |
| 14101 - Computer Systems Analyst I (1)                          |       |
| 14102 - Computer Systems Analyst II (1)                         |       |
| 14103 - Computer Systems Analyst III (1)                        |       |
| 14150 - Peripheral Equipment Operator                           | 17.78 |
| 14160 - Personal Computer Support Technician                    | 24.64 |
| 15000 - Instructional Occupations                               |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         | 34.77 |
| 15020 - Aircrew Training Devices Instructor (Rated)             | 42.72 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            | 50.81 |
| 15050 - Computer Based Training Specialist / Instructor         | 31.26 |
| 15060 - Educational Technologist                                | 30.88 |
| 15070 - Flight Instructor (Pilot)                               | 50.81 |
| 15080 - Graphic Artist  | 26.80 |
| 15090 - Technical Instructor                                    | 23.87 |
| 15095 - Technical Instructor/Course Developer                   | 29.19 |
| 15110 - Test Proctor  | 19.22 |
| 15120 - Tutor   | 19.22 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |       |
| 16010 - Assembler   | 9.29  |
| 16030 - Counter Attendant                                       | 9.29  |
| 16040 - Dry Cleaner   | 12.21 |
| 16070 - Finisher, Flatwork, Machine                             | 9.29  |
| 16090 - Presser, Hand   | 9.29  |
| 16110 - Presser, Machine, Drycleaning                           | 9.29  |
| 16130 - Presser, Machine, Shirts                                | 9.29  |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              | 9.29  |
| 16190 - Sewing Machine Operator                                 | 12.79 |
| 16220 - Tailor  | 13.57 |
| 16250 - Washer, Machine   | 10.16 |
| 19000 - Machine Tool Operation And Repair Occupations           |       |



|  |       |
|--|-------|
| 19010 - Machine-Tool Operator (Tool Room)                                      | 18.95 |
| 19040 - Tool And Die Maker   | 23.05 |
| 21000 - Materials Handling And Packing Occupations                             |       |
| 21020 - Forklift Operator  | 17.90 |
| 21030 - Material Coordinator   | 21.29 |
| 21040 - Material Expediter   | 21.29 |
| 21050 - Material Handling Laborer  | 12.65 |
| 21071 - Order Filler   | 13.87 |
| 21080 - Production Line Worker (Food Processing)                               | 17.90 |
| 21110 - Shipping Packer  | 14.46 |
| 21130 - Shipping/Receiving Clerk   | 14.46 |
| 21140 - Store Worker I   | 10.91 |
| 21150 - Stock Clerk  | 15.70 |
| 21210 - Tools And Parts Attendant  | 17.90 |
| 21410 - Warehouse Specialist   | 17.90 |
| 23000 - Mechanics And Maintenance And Repair Occupations                       |       |
| 23010 - Aerospace Structural Welder  | 25.68 |
| 23021 - Aircraft Mechanic I  | 24.46 |
| 23022 - Aircraft Mechanic II   | 25.68 |
| 23023 - Aircraft Mechanic III  | 26.97 |
| 23040 - Aircraft Mechanic Helper   | 16.61 |
| 23050 - Aircraft, Painter  | 23.42 |
| 23060 - Aircraft Servicer  | 18.71 |
| 23080 - Aircraft Worker  | 19.90 |
| 23110 - Appliance Mechanic   | 20.60 |
| 23120 - Bicycle Repairer   | 14.43 |
| 23125 - Cable Splicer  | 24.98 |
| 23130 - Carpenter, Maintenance   | 20.88 |
| 23140 - Carpet Layer   | 19.33 |
| 23160 - Electrician, Maintenance   | 26.56 |
| 23181 - Electronics Technician Maintenance I                                   | 22.73 |
| 23182 - Electronics Technician Maintenance II                                  | 24.13 |
| 23183 - Electronics Technician Maintenance III                                 | 25.42 |
| 23260 - Fabric Worker  | 18.04 |
| 23290 - Fire Alarm System Mechanic   | 21.46 |
| 23310 - Fire Extinguisher Repairer   | 16.50 |
| 23311 - Fuel Distribution System Mechanic                                      | 22.81 |
| 23312 - Fuel Distribution System Operator                                      | 19.38 |
| 23370 - General Maintenance Worker   | 21.17 |
| 23380 - Ground Support Equipment Mechanic                                      | 24.46 |
| 23381 - Ground Support Equipment Servicer                                      | 18.71 |
| 23382 - Ground Support Equipment Worker  | 19.90 |
| 23391 - Gunsmith I   | 16.63 |
| 23392 - Gunsmith II  | 19.33 |
| 23393 - Gunsmith III   | 21.62 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                     | 22.21 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) |       |
| 24.37  |       |
| 23430 - Heavy Equipment Mechanic   | 21.46 |
| 23440 - Heavy Equipment Operator   | 21.46 |
| 23460 - Instrument Mechanic  | 21.62 |

|   |       |       |
|---|-------|-------|
| 23465 - Laboratory/Shelter Mechanic                       | 20.52 |       |
| 23470 - Laborer   | 14.27 |       |
| 23510 - Locksmith   | 19.76 |       |
| 23530 - Machinery Maintenance Mechanic                    | 21.77 |       |
| 23550 - Machinist, Maintenance                            | 21.62 |       |
| 23580 - Maintenance Trades Helper                         | 15.10 |       |
| 23591 - Metrology Technician I                            | 21.62 |       |
| 23592 - Metrology Technician II                           | 22.78 |       |
| 23593 - Metrology Technician III                          | 23.89 |       |
| 23640 - Millwright  | 25.63 |       |
| 23710 - Office Appliance Repairer                         | 21.63 |       |
| 23760 - Painter, Maintenance                              | 20.52 |       |
| 23790 - Pipefitter, Maintenance                           | 23.19 |       |
| 23810 - Plumber, Maintenance                              | 20.99 |       |
| 23820 - Pneudraulic Systems Mechanic                      | 21.62 |       |
| 23850 - Rigger  | 21.62 |       |
| 23870 - Scale Mechanic                                    | 19.33 |       |
| 23890 - Sheet-Metal Worker, Maintenance                   | 21.62 |       |
| 23910 - Small Engine Mechanic                             | 20.05 |       |
| 23931 - Telecommunications Mechanic I                     | 27.74 |       |
| 23932 - Telecommunications Mechanic II                    | 29.24 |       |
| 23950 - Telephone Lineman                                 | 26.38 |       |
| 23960 - Welder, Combination, Maintenance                  | 21.62 |       |
| 23965 - Well Driller                                      | 21.62 |       |
| 23970 - Woodcraft Worker                                  | 21.62 |       |
| 23980 - Woodworker  | 16.63 |       |
| 24000 - Personal Needs Occupations                        |       |       |
| 24570 - Child Care Attendant                              | 11.63 |       |
| 24580 - Child Care Center Clerk                           | 16.15 |       |
| 24610 - Chore Aide  | 10.00 |       |
| 24620 - Family Readiness And Support Services Coordinator |       | 14.25 |
| 24630 - Homemaker   | 16.75 |       |
| 25000 - Plant And System Operations Occupations           |       |       |
| 25010 - Boiler Tender                                     | 26.10 |       |
| 25040 - Sewage Plant Operator                             | 20.23 |       |
| 25070 - Stationary Engineer                               | 26.10 |       |
| 25190 - Ventilation Equipment Tender                      | 18.37 |       |
| 25210 - Water Treatment Plant Operator                    | 20.23 |       |
| 27000 - Protective Service Occupations                    |       |       |
| 27004 - Alarm Monitor                                     | 19.43 |       |
| 27007 - Baggage Inspector                                 | 12.66 |       |
| 27008 - Corrections Officer                               | 21.30 |       |
| 27010 - Court Security Officer                            | 23.26 |       |
| 27030 - Detection Dog Handler                             | 19.43 |       |
| 27040 - Detention Officer                                 | 21.30 |       |
| 27070 - Firefighter                                       | 22.39 |       |
| 27101 - Guard I   | 12.66 |       |
| 27102 - Guard II  | 19.43 |       |
| 27131 - Police Officer I                                  | 24.58 |       |
| 27132 - Police Officer II                                 | 28.24 |       |
| 28000 - Recreation Occupations                            |       |       |

|  |       |  |
|--|-------|--|
| 28041 - Carnival Equipment Operator                        | 13.59 |  |
| 28042 - Carnival Equipment Repairer                        | 14.63 |  |
| 28043 - Carnival Equipment Worker                          | 9.24  |  |
| 28210 - Gate Attendant/Gate Tender                         | 13.01 |  |
| 28310 - Lifeguard  | 11.59 |  |
| 28350 - Park Attendant (Aide)                              | 14.56 |  |
| 28510 - Recreation Aide/Health Facility Attendant          | 10.62 |  |
| 28515 - Recreation Specialist                              | 18.04 |  |
| 28630 - Sports Official                                    | 11.59 |  |
| 28690 - Swimming Pool Operator                             | 18.21 |  |
| 29000 - Stevedoring/Longshoremen Occupational Services     |       |  |
| 29010 - Blocker And Bracer                                 | 22.60 |  |
| 29020 - Hatch Tender                                       | 22.60 |  |
| 29030 - Line Handler                                       | 22.60 |  |
| 29041 - Stevedore I  | 20.82 |  |
| 29042 - Stevedore II                                       | 23.68 |  |
| 30000 - Technical Occupations                              |       |  |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2)   | 36.27 |  |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2)  | 25.01 |  |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 27.54 |  |
| 30021 - Archeological Technician I                         | 17.82 |  |
| 30022 - Archeological Technician II                        | 19.87 |  |
| 30023 - Archeological Technician III                       | 25.95 |  |
| 30030 - Cartographic Technician                            | 25.95 |  |
| 30040 - Civil Engineering Technician                       | 23.78 |  |
| 30061 - Drafter/CAD Operator I                             | 18.72 |  |
| 30062 - Drafter/CAD Operator II                            | 20.94 |  |
| 30063 - Drafter/CAD Operator III                           | 24.60 |  |
| 30064 - Drafter/CAD Operator IV                            | 30.26 |  |
| 30081 - Engineering Technician I                           | 20.95 |  |
| 30082 - Engineering Technician II                          | 23.53 |  |
| 30083 - Engineering Technician III                         | 26.31 |  |
| 30084 - Engineering Technician IV                          | 32.61 |  |
| 30085 - Engineering Technician V                           | 39.88 |  |
| 30086 - Engineering Technician VI                          | 48.25 |  |
| 30090 - Environmental Technician                           | 23.50 |  |
| 30210 - Laboratory Technician                              | 22.36 |  |
| 30240 - Mathematical Technician                            | 28.94 |  |
| 30361 - Paralegal/Legal Assistant I                        | 20.71 |  |
| 30362 - Paralegal/Legal Assistant II                       | 25.69 |  |
| 30363 - Paralegal/Legal Assistant III                      | 31.38 |  |
| 30364 - Paralegal/Legal Assistant IV                       | 37.97 |  |
| 30390 - Photo-Optics Technician                            | 27.33 |  |
| 30461 - Technical Writer I                                 | 21.27 |  |
| 30462 - Technical Writer II                                | 25.98 |  |
| 30463 - Technical Writer III                               | 31.44 |  |
| 30491 - Unexploded Ordnance (UXO) Technician I             | 23.05 |  |
| 30492 - Unexploded Ordnance (UXO) Technician II            | 27.89 |  |
| 30493 - Unexploded Ordnance (UXO) Technician III           | 33.43 |  |
| 30494 - Unexploded (UXO) Safety Escort                     | 23.05 |  |
| 30495 - Unexploded (UXO) Sweep Personnel                   | 23.05 |  |

|  |       |
|--|-------|
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 24.35 |
| 30621 - Weather Observer, Senior (2)                                 | 26.38 |
| 31000 - Transportation/Mobile Equipment Operation Occupations        |       |
| 31020 - Bus Aide   | 12.50 |
| 31030 - Bus Driver   | 18.19 |
| 31043 - Driver Courier   | 12.71 |
| 31260 - Parking and Lot Attendant                                    | 9.53  |
| 31290 - Shuttle Bus Driver   | 14.69 |
| 31310 - Taxi Driver  | 13.98 |
| 31361 - Truckdriver, Light   | 14.69 |
| 31362 - Truckdriver, Medium  | 17.18 |
| 31363 - Truckdriver, Heavy   | 18.42 |
| 31364 - Truckdriver, Tractor-Trailer                                 | 18.42 |
| 99000 - Miscellaneous Occupations                                    |       |
| 99030 - Cashier  | 10.03 |
| 99050 - Desk Clerk   | 11.11 |
| 99095 - Embalmer   | 23.05 |
| 99251 - Laboratory Animal Caretaker I                                | 10.47 |
| 99252 - Laboratory Animal Caretaker II                               | 11.73 |
| 99310 - Mortician  | 29.98 |
| 99410 - Pest Controller  | 15.13 |
| 99510 - Photofinishing Worker  | 11.59 |
| 99710 - Recycling Laborer  | 16.51 |
| 99711 - Recycling Specialist   | 20.27 |
| 99730 - Refuse Collector   | 14.64 |
| 99810 - Sales Clerk  | 11.87 |
| 99820 - School Crossing Guard  | 12.51 |
| 99830 - Survey Party Chief   | 21.61 |
| 99831 - Surveying Aide   | 13.43 |
| 99832 - Surveying Technician   | 20.54 |
| 99840 - Vending Machine Attendant                                    | 13.68 |
| 99841 - Vending Machine Repairer                                     | 17.76 |
| 99842 - Vending Machine Repairer Helper                              | 13.68 |

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)



HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form

1444 (SF 1444)}

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



FEDERAL AVIATION ADMINISTRATION

COURIER AND DELIVERY SERVICES FOR  
SILVER SPRING, MD AND WASHINGTON DC AREAs

PAST PERFORMANCE REFERENCES AND QUESTIONNAIRE  
ATTACHMENT 3

Provide this questionnaire to **three (3)** references for contract(s) performed for same or similar work during the last 5 years. Once complete, the references shall send copies to AMQ-310 ATTN: Monique Pelletier at (405) 954-9468 or [Monique.Pelletier@faa.gov](mailto:Monique.Pelletier@faa.gov).

## QUESTIONNAIRE

(a.) Government Contract? ( ) Yes ( ) No Period of Performance: \_\_\_\_\_

Contract Value: \$\_\_\_\_\_ Contract Number: \_\_\_\_\_

Mutual agreement for performance with Co. Name/location: \_\_\_\_\_

Whom may we contact for performance information?

Name and Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

### 1. Availability and Quality of Service.

a. How would you rate the contractor's general overall compliance with contract requirements?

( ) **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly.

( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.

( ) **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.

( ) **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

b. How would you rate the timeliness of the Contractor's service?

( ) **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly.

( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.

( ) **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.

( ) **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

c. Did the contractor commit/maintain adequate resources in timely fashion to affect quality delivery in accordance with contract requirements?

( ) **Highly Acceptable** – Offeror's exceeded the requirements of the contract significantly

( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.

- ( ) **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ( ) **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

2. **Management and Quality.**

a. Was the contractor's selection and use of personnel appropriate for the performance of this contract?

- ( ) **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.
- ( ) **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ( ) **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

b. How would you rate the performance of the contractor's key personnel?

- ( ) **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.
- ( ) **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ( ) **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

c. How would you rate the contractor on the timeliness of its responses to inquiries or other administrative matters?

- ( ) **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.
- ( ) **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ( ) **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

d. To what extent was the contractor effective in interfacing with the Government's (or other) staff?

- ( ) **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ( ) **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.

- ☐ **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ☐ **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

3. **Business Relations – Corporate Resources.**

a. How would you rate the contractor's response to inquiries related to administrative issues?

- ☐ **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ☐ **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.
- ☐ **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ☐ **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

b. To what extent did the contractor provide timely assistance, when responding to problems?

- ☐ **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ☐ **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.
- ☐ **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ☐ **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

c. How would you rate the contractor's initiative, if any, in reducing overall costs to the Government (or other)?

- |                       |                          |
|-----------------------|--------------------------|
| Extremely efficient   | <input type="checkbox"/> |
| Generally efficient   | <input type="checkbox"/> |
| Generally inefficient | <input type="checkbox"/> |
| Extremely inefficient | <input type="checkbox"/> |

d. How would you rate the professionalism of the contractor's employees (attitude, attire, behavior)?

- ☐ **Highly Acceptable** – Offeror's performance exceeded the requirements of the contract significantly
- ☐ **Acceptable** – Offeror's performance met and/or surpassed the minimum requirements.
- ☐ **Marginally Acceptable** – Offeror's performance met some but not all of the minimum requirements.
- ☐ **Unacceptable** – Offeror's performance failed to meet a majority of the minimum requirements.

**5. Customer Satisfaction**

- a. Has it ever been necessary to send this Contractor a Notice to Cure letter?  
( ) Yes If yes, explain and indicate the status. ( ) No
- b. Has this contract been partially or completely terminated for default, or is a termination pending?  
( ) Yes If yes, explain ( ) No
- c. Would you select this contractor again?  
( ) Yes ( ) No

**6. Integrity:**

- a. Did you experience any integrity problems with this Contractor? If so, please explain.

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- b. Did the contractor maintain integrity during contract performance? If not, please provide an explanation.

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**General Comments:**

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**QUESTIONNAIRES DUE BY 15 JULY 2008**

**If any problems contact Monique Pelletier at (405) 954-5102**

FEDERAL AVIATION ADMINISTRATION

FUEL CERTIFICATION

DATE OF REVISION: June 9, 2008

ATTACHMENT 4

FUEL CERTIFICATION

The purpose of this Fuel certification is to ensure that companies do not profit off of the Federal Administration Aviation decision to pay for the Contractors Fuel Cost. Certifications will not be accepted without attached receipts.

AGREEMENT I, (SHALL BE FILLED IN BY AN AUTHORIZED NEGOTIATOR) do hereby certify this attached Gas Receipt was used in the fulfillment of the Subject Contract.

Contract: \_\_\_\_\_

Submission Date: \_\_\_\_\_

Vehicle Make/Model: \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ (attach receipt)

DAILY COUIER ROUTE

Dates \_\_\_\_\_

Total Distance: \_\_\_\_\_

SPECIAL DELIVERY SERVICES

Dates: \_\_\_\_\_

Total Distance: \_\_\_\_\_

UNSCHEDULED COURIER SERVICE

Dates: \_\_\_\_\_

Total Distance: \_\_\_\_\_

\_\_\_\_\_  
Contractors Signature

\_\_\_\_\_  
COTR's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Distribution:   Original to AMZ-100  
                  Copy to AMQ-340  
                  Copy to ATO-W (COTR)  
                  Copy to File